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February 14, 2003

William E. Munro, Director
Superfund Division
United States Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Mailcode S-6J
Chicago, Illinois 60604-3507

RE: *In the Matter of: Sauget Area 2 Superfund Site,*
Docket No. V-W-02-C-716,
Administrative Order for Remedial Design and Interim Remedial Action

Dear Mr. Munro:

My firm represents Cargill, Incorporated ("Cargill") with regard to the Sauget 2 Superfund Site. Cargill was named in Attachment 1 of the Administrative Order for Remedial Design and Interim Remedial Action which was issued by the United States Environmental Protection Agency ("USEPA"), Region 5, over your signature on September 30, 2002 (the "Sauget 2 Interim UAO").

This letter is being sent to you as Cargill's written certification, pursuant to Paragraph 79 of the Sauget 2 Interim UAO, concerning records preservation requirements. This letter is also being sent to you in timely compliance with Paragraph 99 of the Sauget 2 Interim UAO, which requires each party named in Attachment 1 to provide the USEPA with written notice concerning its intention to comply with all terms of the Sauget 2 Interim UAO.

RECORDS PRESERVATION

Initially, as to the records preservation requirements and certification set forth in Paragraph 79 of the Sauget 2 Interim UAO, Cargill hereby certifies to USEPA that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information which are known to relate to Cargill's potential liability with regard to the Sauget 2 Superfund Site (the "Site") at any time since Cargill received the Sauget 2 Interim UAO.

Although Cargill is now preserving and will continue to attempt to preserve all records (if any) specific to or which can be identified with the Site or Cargill's former facility near the Site, please be aware that there may possibly be records that are not and cannot be specifically identified with the Sauget 2 Site (such as financial records from a relevant time) which may be subject to Cargill's records retention policies. Under those policies, such records should have been purged and destroyed some time ago, and hence would not be preserved.

INTENT TO COMPLY

With regard to Paragraph 99 of the Sauget 2 Interim UAO, which requires each party named in Attachment 1 to provide the USEPA with written notice concerning its intention to comply with all terms of the Sauget 2 Interim UAO, Cargill's first formal involvement in the Sauget 2 Superfund Site began upon its receipt of the Sauget 2 Interim UAO. Based upon the information that has been obtained thus far, Cargill responds as follows:

First, Cargill understands that as to the Sauget 2 Interim UAO and the Site as a whole, Solutia Inc. has agreed to perform the work set forth in the Sauget 2 Interim UAO, and that there is therefore a "responding PRP" to undertake the work at the Site.

Second, from the information that could be gathered to date, Cargill has determined that its only alleged connection to the Site arises out of Cargill providing approximately 24 "loads" of material reflected on five bills issued by Sauget & Company in 1972 and 1973 for dumping. The Cargill address on the bills from Sauget & Company relates to a grain and salt operation located to the south of "Site Q" of the Site.

The salt operation involved only the intake, storage and distribution of salt. That operation took in water conditioning and food-grade salt which was produced elsewhere and delivered to the salt operation, we believe, via barge. That salt was then stored and, when demand called for it, physically sized and sorted to meet customer specifications. The sized salt was then loaded for delivery to customers by some non-Cargill carrier (such as a common carrier truck or railcar).

The grain operation was an aggregation and shipment point. That operation took in grain produced in the local area which was delivered by some non-Cargill carrier. That grain was aggregated with other grain, temporarily stored, and then loaded onto other modes of transportation for shipment elsewhere.

Both operations employed, in total, approximately six persons including office personnel and personnel involved in material handling. The only heavy equipment believed to have been part of the operation would have been loader(s) to move the grain and salt.

To the extent that we can determine, the wastes generated at the facility would have consisted of office waste and sweepings from the spillage of salt and grain, and possibly (on occasion) spoiled grain. Unfortunately, records that were kept at the facility were lost in flooding that covered the facility in 1983 and 1996. Neither the salt operation nor the grain operation, so far as we can determine, used or would have had any cause to possess or use any VOCs, halogenated materials, or PCBs. In addition, in conversations with counsel for the USEPA and Solutia, no other information pertaining to Cargill has been identified nor have counsel for the USEPA or Solutia identified the nature of any waste generated at the Cargill facility or any hazardous substances that may have been in the waste generated at the Cargill

Mr. William E. Muno

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facility. The presence of hazardous substances attributable to a party is a necessary element of CERCLA liability for that party, and is thus an element needed to name that party as a PRP under a UAO.

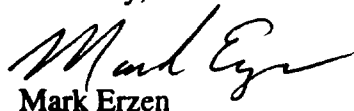
As noted above, Cargill has been unable to identify any factual basis for its being named as a PRP in the Sauget 2 Interim UAO. However, Cargill takes its obligations under CERCLA seriously and attempts to comply with UAOs where it is possible to do so, even where (as here) there is no information connecting Cargill with hazardous substances and, even more particularly, with any of the types of hazardous substances that are of interest at a site. Cargill has therefore been participating as part of a group of companies named in the Sauget 2 Interim UAO in an attempt to negotiate an agreement to participate with Solutia in the work that Solutia is performing pursuant to the Sauget 2 Interim UAO. If equitable agreements can be reached between Cargill and the group and Solutia, Cargill will participate in the work specified in the Sauget 2 Interim UAO under those agreements.

Cargill has also initiated contact with Solutia individually to explore and potentially negotiate a means for it to individually participate, in some equitable way, in Solutia's performance of the work set forth in the Sauget 2 Interim UAO. Those individual discussions are now in abeyance while the group's efforts proceed.

In short, at this time Cargill hopes to participate in the work set forth in the Sauget 2 Interim UAO either by being part of a group entering into an equitable agreement with Solutia, or by entering into an equitable agreement directly with Solutia.

Please let me know if you have any questions, or desire to discuss any of the facts, conclusions, or statements in this letter. We also would be happy to meet with you and any other USEPA representatives to explain Cargill's situation and to discuss any further questions or concerns you may have.

Sincerely,



Mark Erzen

MDE/ms

cc: Thomas J. Martin, Esq., USEPA ✓
Nabil Fayoumi, USEPA
Kimberly Thorstad, Esq.

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